IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.
SUMMONS FOR JUDGMENT NO.929 OF 2004
IN
SUMMARY SUIT NO.2802 OF 2004

M/s. Jet Airways (India) Pvt. Ltd. ...Plaintiff.

V/s.

N.T.M. Travels Pvt. Ltd. & Ors. ...Defendants.

Mr.Cyrus Bharucha alongwith Vishaka Vaswani i/b V.V.Juris for the Plaintiff.
Anvee Dalal i/b Yusuf & Associates for the Defendant No.1.

CORAM: S.U.KAMDAR,J.
DATE : 11th October, 2005.
P.C.:

1. The learned advocate for the Plaintiff seeks leave to delete the Defendant Nos.2, 3 and 4. Leave granted. Amendment to be carried out within a week from today. So far as the Defendant No.1 is concerned, it is a private limited company. There has been Passenger Sales Agency Agreement which is at Exhibit A to the plaint. Under the terms and conditions of the said agreement, Plaintiff has given Defendants tickets to issue to the customers and the Defendant No.1 is liable to make the payment of the tickets utilised by the Plaintiffs. It is the case of the Plaintiff that these tickets have been utilised and the total outstanding amount due and payable by the Defendants to the Plaintiff is Rs.3,35,642/- and with further interest thereon, amount claimed comes to Rs.3,69,452. There is no

reply filed by the Defendant No.1 to the Summons for Judgment. I find no defence as far as the Defendant No.1 is concerned. In that view of the matter, suit decreed as prayed.

2. In view of the disposal of the Suit, Summons for Judgment does not survive. The same is dismissed as infructuous.

(S.U.KAMDAR,J.)